GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Animal Husbandry Department – procurement of silage bags, harvesters cum chaffers and silage balers and wrappers through e-Procurement and approval of Terms and conditions of Tender- Approved - Orders – Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH.I) DEPARTMENT

G.O.RT.No. 265 Dated: 16-11-2016
Read the following:-

1. G.O.Ms.No.18, AHDD&F(AH.I) Dept., dated 30.06.2015.
2. G.O.Rt.No.202, AHDD&F(AH.I) Dept., dated 04.09.2015.
3. G.O.Rt.No.225, AHDD&F(AH.I) Dept., dated 10.11.2015.
4. G.O.Ms.No.96, AHDD&F(AH.I) Dept., dated 28.04.2016.
5. From Director, AH, Lr. Roc.No. 8398/D/D2/2016, Dt: 25.10.2016

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ORDER:

In his letter 5th read above, the Director, Animal Husbandry among other things has requested the Government to ratify his action in having floating the tenders in anticipation of Government orders through e-procurement for procurement of silage bags, harvesters cum chaffers ,silage balers and wrappers for a period of (2) years (2016-17 & 2017-18) from the date of acceptance of the tender or till the next tenders are finalized. The Director, has also requested the Government, to constitute Technical and Financial bid Committees and to approve the terms and conditions of tender Committee as furnished in his letter cited.

2. Government after careful consideration of the circumstances stated by the Director, Animal Husbandry in his letter 5th above hereby ratify his action in having floating the tenders in anticipation of Government orders through e-procurement for procurement of silage bags, harvesters cum chaffers, silage balers and wrappers for a period of (2) years (2016-17 & 2017-18) from the date of acceptance of the tender or till the next tenders are finalized whichever is earlier. Government also approved the Tender terms & Conditions as furnished in his letter cited and Appended as Annexure to this order.

3. Government also constituted the Technical Bid Committee and Financial Bid Committees for procurement of equipment and material required for silage making through e-Procurement as detailed below :

A. Technical Bid Committee:

1	Managing Director, APDDCF	Chairman
2	Additional Director (Planning) , O/o, Directorate of Animal Husbandry, Vijayawada	Member
3	Joint Director (AH), Guntur	Member
4	Joint Director, Farm Mechanization Division O/o Commissioner & Director of Agriculture, Guntur	Member- Convener
5	Professor & Head, Department of Animal Nutrition, CVSc, Gannavaram	Member

B. Financial Bid Committee:

1	Managing Director, APDDCF	Chairman
2	Joint Secretary, AHDD & F Dept, Government of AP, Amaravathi	Member
3	Director of Animal Husbandry , A.P., Vijayawada	Member- Convener
4	Professor & Head, Department of Animal Nutrition, CVSc, Gannavaram	Member
5	Joint Director, Farm Mechanization Division O/o Commissioner & Director of Agriculture, Guntur	Member
6	Joint Director (AH) Guntur	Member
7	Asst. Accounts Officer in Directorate of Animal Husbandry, A.P., Vijayawada.	Member

4. The Director, Animal Husbandry Department, A.P. Vijayawada, shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

DR. MANMOHAN SINGH
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To:
The Director, Animal Husbandry Department, A.P. Vijayawada.
Copy to
The Accountant General, A.P. Hyderabad
The Director of Treasuries and Accounts A.P. Vijayawada.
SF/SCs.

//Forwarded By Order//

SECTION OFFICER

ANNEXURE

(Annexure to the G.O.Rt.No,265, AHDD&F(AH.I) Dept., dated:16.11.2016)

TENDER TERMS & CONDITIONS FOR SUPPLY OF SILAGE BAGS, HARVESTERS CUM CHAFFERS AND SILAGE BALERS AND WRAPPERS TO THE ANIMAL HUSBANDRY DEPARTMENT FOR THE YEARS 2016-17 & 2017-18

1.0 Tenders will be accepted through on-line up to 25.10.2016 5.00 P.M. by the Director of Animal Husbandry, Government of Andhra Pradesh, Vijayawada for the supply of silage bags, harvesters cum chaffers and silage balers and wrappers as listed in Annexure to the farmers of AP State under State Development plan for a period of two (2) years from the DATE OF ACCEPTANCE OF THE TENDER or till finalization of next tenders.

All the interested bidders have to mandatorily log on to e-procurement web site through Secure mode only and submit their bids using digital certificates (signing certificate – single key pair) obtained from Andhra Pradesh Technology Services Ltd. [APTS – Sub CA] in-compliance to Chapter III of IT Act 2000. The details and procedure for obtaining digital certificates is given at https://tenders.apeprocurement.gov.in.

1.1 The tenders are invited for the supply of silage bags, harvesters cum chaffers and silage balers & wrappers to the Animal Husbandry Department as per the specifications enclosed in the Annexure.

1.2 The tenders are invited for the supply of unit as detailed below:

SL.NO	Code .No	Name of the equipment	No required
1	SB -01	Silage bags	50000
2	HC-01	Harvester cum Chopper –single row	200
3	HC-02	Harvester cum Chopper –Double row	200
4	HC-03	Harvester cum Chopper –Row Independent	200
5	SBW-03	Silage balers and wrappers(50-80 Kg Bale Size)	500
6	SBWD-04	Silage balers and wrappers (Diesel operated)	300
7	SBW-05	Silage balers and wrappers (100-150 Kg Bale Size)	500
8	SBW-06	Silage balers and wrappers (350-400 Kg Bale Size)	50
9	STM-07	Silage tube press machine manually operated single drum	200

10	STM-08	Silage tube press machine Power operated single drum	200
11	STM-09	Silage tube press machine power operated double drum	200
12	HBW-10	Forage harvester, chopper, baler and wrapper	50

1.3 The above mentioned quantities are approximate and tentative. The required quantity may be reduced or increased depending up on the funds availability and the field requirement. The order for the supply of the above equipment is not guaranteed.

2.0 ELIGIBILITY TO PARTICIPATE IN TENDERS

2.1 Manufacturers or their authorized Dealers are eligible to quote in this Tender. Authorized Dealers should attach Letter of Authority from the Principal manufacturer to quote in this Tender.

2.2 The Manufacturing Company should be Registered Firm

2.3 The Tenderer shall have minimum of One year of marketing experience in supply of equipment, with Annual Turnover of Rs.25.00 lakhs for the year 2015-16.

2.4 The Tenderer shall supply good quality equipment as per Standards

2.5 The Director of Animal Husbandry, A.P. reserves the right to reject the tender of blacklisted companies and those of companies whose past performance with the Department of Animal Husbandry was unsatisfactory due to delayed / erratic supplies, frequent product failures etc.,

3.0 SUBMISSION OF THE ON-LINE TENDER FORMS:

3.1 Tenders have to be submitted in two parts in ONLINE in the prescribed proforma i.e., Technical Bid (Part. I) and Financial Bid (Part.II).

3.2 Financial Bids of those Tenderers who qualify in Technical Bid will only be considered for finalization of Rate Contract.

3.3 The Tenderer may please note that all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.

3.4 All the required documents / enclosures / literature etc., have to be uploaded & attached along with Technical Bid (Part. I of the Tender) only. Eligibility for Financial Bid (Part II of the Tender) will depend on the outcome of documents uploaded / electronically attached to Technical Bid.

3.5 The Financial Bid shall consist of only the details of rates offered.

3.0 <u>The Schedules For Opening Of Tenders Through Online Are</u>:

10.11.2016 11:30 AM	Opening of Technical Bids i.e. Part-I

10.11.2016 3.00 P.M	Opening of Financial Bids i.e. Part-II

4.1 The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However the Director of Animal Husbandry reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons.

4.2 If for any unforeseen reasons, the last date for submission of tenders and opening of Tenders happens to be a Public Holiday, the notified dates automatically get postponed to next working day.

4.3 The Director of Animal Husbandry, A.P., Vijayawada is "Not Responsible" for non-receipt of tenders or late uploading of tenders on online for any reason, whatsoever.

4.4 Failure to fill and sign the declaration and check slip shall make tender invalid.

5.0 DOCUMENTS TO BE ELECTRONICALLY ATTACHED:

5.1 All the required documents are arranged in the serial order, *(Serial Numbers and Page Numbers should be indicated on the right side top of the corner)* then uploaded to the eprocurement web site i.e., https://tenders.apeprocurement.gov.in.

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Sl. No	Code No.	Name of the Document
1.	E-I	Declaration Form
2.	E- II	Check Slip
3.	E- III	Manufacturing License / Authorization letter from the Manufacturing firm
4.	E- IV	Earnest Money Deposit
5.	E- V	VAT/Sales Tax Clearance Certificate, payment particulars for preceding one year along with supporting Documents. (2015-16)
6.	E- VI	Annual Turnover Assessment order for the preceding One year (2015-16) certified by Commercial Tax Officer / Chartered Account
7.	E – VII	Copies of balance Sheet, Profit and loss Account for last One year (2015-16) duly certified by the Auditor
8.	E-VIII	Solvency Certificate (latest)

Sl. No	Code No.	Name of the Document
9.	E- IX	Latest Non-Conviction Certificate (In Original) If applicable
10.	E-X	Sample Submission Declaration,
11.	E- XI	BIS / ISO issued by the Competent Authority
12.	E- XII	APSSIDC/NSIDC Certificate, if applicable
13.	E- XIII	Government Ownership Certificate, If applicable
14.	E- XIV	Product Catalogue with price list (MRP), Publication/ Abstracts about product.
15.	E- XV	Declaration in terms of G.O.Ms.No.352
16.	E-XVI	Invoices of Marketing Experience (Invoices at least 3 to 4 different months of that particular year) for one year

5.2 The Tenderers are requested to submit the following physically for verification on or before ___, 5.00 P.M.

a) Check slip of all the documents uploaded

b) Copies of all the documents which were uploaded

Note: This is only for cross verification of the uploaded documents. Any required document failed to upload, the bid shall become invalid, even though documents are produced physically.

5.3 All the enclosed documents shall be in English or Hindi or Telugu, *If Any Document is Produced in any Language Other than English or Hindi or Telugu, True Translation copies of Such documents in English Shall be enclosed duly attested by a Gazetted Officer*. Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

6.0 Transaction fee:

All the participating bidders should pay the Transaction fee @ 0.03% of quoted value with a cap of Rs.10,000/- + service tax @ 10.30% on transaction fee, payable to M/s. C1 India Pvt. Ltd., by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI, UTI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt.07.05.06 with effect for 02.02.2007.

7.0 Earnest Money Deposit (EMD)

7.1 Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of crossed demand draft / pay order drawn on any scheduled bank in favour of Director of Animal Husbandry, A.P., Vijayawada and this E.M.D. is refundable to the Tenderers. The E.M.D. of unsuccessful tenderers will be returned after signing the agreement with the successful tenderers.

7.2 Tenders received without Earnest Money Deposit will be disqualified.

7.3 Cheques, Call deposits, Term Deposits or Fixed Deposits will not be accepted towards Earnest Money Deposit.

7.4 However the exemption of Earnest Money Deposit will be given to Small Scale Industrial Units, Registered with the Government of Andhra Pradesh and the National Small Scale Industries Development Corporation, New Delhi or the firms with specific exemption orders issued by competent authority of Government of Andhra Pradesh or Government of India.

7.5 The items permitted by S.S.I. Registration Authority will only be considered for manufacturing aspect only. IF ANY FIRM QUOTES ITEMS OTHER THAN THOSE COVERED UNDER S.S.I. REGISTRATION, E.M.D. SHALL ACCOMPANY THE TENDER. Failure to enclose E.M.D. shall make such of those items not covered under S.S.I. Certificate invalid for consideration.

7.6 Earnest Money Deposit of other tenders deposited with this department during any period of time shall not be considered for this tender

8.0 SECURITY DEPOSIT

8.1 The successful tenderer has to deposit the 3% of the quoted value of each item (Maximum Rs. 5.00 Lakhs) as Security Deposit in the form of Post Office Savings Account / Bank Account / National Savings Scheme / National Savings Certificate / Term Deposit, pledged in favour of the Director of Animal Husbandry, A.P., Vijayawada.

8.2 The Security Deposit and the agreement bond along with other declarations will have to be submitted within (10) days from the date of communication of tentative approval of tender items.

9.0 VAT/<u>SALES TAX CLEARANCE CERTIFICATE</u>

9.1 Attested Photo Copy of VAT / Sales Tax Clearance Certificate and Sales Tax Payment particulars obtained from the competent sales tax authority of the area concerned for the year 2015-16 shall be attached. Certificates older than that shall not be considered. Those not liable for VAT/ Sales Tax payment under relevant rules should produce a certificate to that effect from the competent authority.

10.0 <u>SOLVENCY CERTIFICATE</u>

10.1 Attested Photo Copy of Solvency Certificate obtained from an officer not below the rank of Tahsildar / Mandal Revenue Officer / Mandal Development Officer or from any scheduled Bank for an amount not less than Rs.5,00,000/- (Rupees Five lakh only) should be enclosed. Bank documents or credit facility letters for said

amounts are not valid. Enclosed Solvency Certificate shall not be older than (90) days on the date of opening of tenders.

10.2 If the firm is a proprietary concern, the Solvency Certificate shall be in the name of the firm or proprietor. If the firm is a partnership concern, the Solvency Certificate shall be in the name of the participating firm itself, but not in any other name.

11.0 MANUFACTURING LICENSE:

11.1 Attested Photocopy of the Latest Manufacturing License, which is in vogue shall be enclosed. If the firm has applied for renewal of license, necessary authenticated proof from the concerned Licensing Authority shall be furnished. Licenses issued for test and Analysis will not be considered. The product/item quoted by the tenderer shall be underlined with "Red Ink'. The License number and date should also be underlined with 'Red Ink'. The abstract of the product quoted should be enclosed. The Manufacturing License should clearly indicate a minimum of One year of manufacturing and marketing experience. Items without the proof of One year of Manufacturing and Market experience will summarily be rejected.

11.2 The tenders received without proper license, authenticated list of item covered by license and authorization letters from actual / original manufacturers are liable for rejection without any further notice.

11.3 Tenderers should enclose documents to show that manufacturing Unit has been recognized with the ISO Certificate etc.

11.4 Tenderers should enclose documentary evidence of having manufactured and marketed the product for One year.

12.0 PRODUCT STANDING IN THE MARKET:

12.1 The product quoted should have been in the Indian market continuously for a minimum period of One year. Tenderers shall attach (Invoices of that particular year) copies of way bills issued by commercial tax department and lorry receipts in support of trading of the product for one year.

12.2. As the technology is new and innovative, the equipment suitable for silage making will be considered irrespective of its market standing.

13.0 NON CONVICTION CERTIFICATE (In Original):

13.1 Each tenderer has to furnish Original Non Conviction Certificate, issued by the concerned Licensing Authority to the effect that the manufacturer is not indulging in any unethical manufacturing practices, license is not suspended any time for the last One year and that the firm was not prosecuted any time during the last two years. This non-conviction certificate should be of latest one at the time of submission of tender and should cover (2015-16)

14.0 BIS/ISO CERTIFICATE:

14.1 Tenderer should produce BIS / ISO Certificate (wherever applicable) issued by the concerned Licensing Authority.

15.0 DECLARATION IN TERMS OF G.O.Ms.No.352:

15.1 Government of Andhra Pradesh through G.O.Ms.No.352, AH, DD & F Department, dt:22-11-2000 have prohibited the family members of the employees of Andhra Pradesh Animal Husbandry Department from entering into business relating to Veterinary Supplies. Therefore, tenderer should submit a declaration as per Proforma given in Annexure-C on non-judiciary stamp paper (worth of Rs.10/-) duly attested by authorized Notary. Failure to enclose the declaration, the tender will be rejected.

16.0 QUOTING OF RATES:

16.1 The details of the required equipment as shown in e procurement Web Application. Rates should not vary with the quantum of orders or destination.

16.2 The rates quoted shall be in Indian Rupees only and must be expressed both in figures and words as well. The rate of each category of equipment should be quoted. The rates quoted should be inclusive of all packing required and of all duties such as Excise Duty and any other authorized duties except SALES TAX/ VAT (Which ever is applicable). Tenderers should not include Sales Tax while reckoning the rates and should specifically state that rates quoted are exclusive of sales tax. No representation will be entertained at a later date in this regard.

16.3 Tenderers who are supplying the items offered in this tender to other states shall enclose the copies of latest invoices to support of their claim that the rates quoted to Andhra Pradesh Animal Husbandry Department are comparable.

16.4 No Insurance charges will be paid by the Department / Indenter.

16.5 The rates quoted by the tenderer shall not exceed the controlled rates, if the Government controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the tenderer shall quote reasonable price applicable to bulk purchases.

16.6 All rates quoted by the bidder should be valid for a period of Two years from the date of acceptance of the lowest Bid.

16.7 The rates offered in the tender shall not exceed the M.R.P. as well as the lowest price at which the firm sells the product of identical description to any other department or organization or person anywhere in the State / neighboring states of A.P. If such incidences of quoting higher rates to this department come to the notice at any time, during the course of Rate Contract for the rest of the Rate Contract period, the Head of the Department

reserves the right to initiate an appropriate disciplinary action against such firms including black listing them.

16.8 IF ARTIFICIALLY LOW RATES ARE QUOTED, the Head of the Department, ANDHRA PRADESH RESERVES THE RIGHT TO CROSS-VERIFY THEM AND IGNORE THEM FROM CONSIDERATION IN ORDER TO PREVENT UNETHICAL TRADE PRACTICES.

16.9 Ordinarily, the tendered items will be selected based on the lowest rates quoted by the firms in the Financial Bids. However, the tender committee reserves the right to select the product even with higher rates depending upon the popularity / market reputation / efficacy of the item basing on the field reports / feedback given by field Veterinarians, ignoring the lowest rates.

16.10 If tenderer quotes the rates at his will, overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period.

16.11 Animal Husbandry Department will pay the Sales Tax at the rate as per existing Government Orders specified in Andhra Pradesh Value Added Tax (VAT) ordinance 2005 and subsequent orders issued in the matter from time to time by the Government of A.P.

16.12 If the Government introduces any fresh taxes or enhances the present rate of taxes, no change in the rate can be claimed. However, such claims will be decided by the Head of the Department based-upon the merits of each case.

16.13 No representation towards upward revision of rates once accepted will be considered, except due to revision of excise duty.

16.14 During the period of Rate Contract, if there is any reduction in the price, under any statutory provision or by Government order, the same reduction in prices shall be made applicable from the date of implementation of the order.

16.15 The rate quoted and accepted will be binding on the tenderer for the stipulated period and on no account will any increase in the price be entertained till the completion of tender period.

16.16 No tenderer shall be allowed at any time on any ground what so ever to claim revisions of or modifications in the rates quoted by him. Clerical error, typographical etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVE" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected.

16.17 No company / Firm which has been blacklisted either by the Head of the Department, A.P. Vijayawada or by any State Government or Central Government / Organizations shall participate in the Tender during the period of Blacklisting. If any such firm participates and came to know at a later stage, and if any firm is Black listed at a later date either by the Government of Andhra Pradesh or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD which ever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.

16.18 The indented stocks shall be delivered at the place indicated by the indenting officer Or the Head of the Department at the cost of supplier.

16.19 The Tenderer should quote Separate Rates for each equipment.

17.0 SAMPLES

17.1 The tenderer shall deposit one sample of each category of equipment as per Specifications (ANNEXURE) in the tender with the Assistant Director (AH), NRM Labbipeta, Vijayawada before the submission of the tenders. The specifications of sample are to be mentioned legibly.

17.2 The Sample deposited as above along with certification from the concerned Departmental Officers, should be enclosed with Part-I (Technical Bid) of the Tender. IF ANY TENDERER HAS NOT DEPOSITED SAMPLES AS SPECIFIED AND NOT FURNISHED CERTIFICATION, HIS TENDER IS LIABLE FOR REJECTION. The samples approved or un-approved under previous year tenders shall not be considered as sample for the present Rate Contract, Exemption from deposition of the sample will not be entertained

17.3 THE DEMONSTRATION SHOULD BE DONE AT THE COST OF THE TENDERER AT THE ABOVE PLACE SPECIFIED BY THE HOD OF ANIMAL HUSBANDARY, ANDHRA PRADESH, VIJAYAWADA.

17.4 The approved sample, which are required to be deposited with specified officer, will be purchased to the possible extent. In case, where it is not possible for purchase of the deposited sample, they will be returned to the concerned firm. The respective firm will collect them back at their own cost.

17.5 The non-approved samples will be returned to the respective firms by the Asst. Director (AH), NRM, Labbipeta,Vijayawada. The firms will take back the non-approved samples at their expenses within (15) days on intimation from the Asst. Director (AH), NRM, Labbipeta,Vijayawada. The authorized person on behalf of the tenderer will obtain the acknowledgement from the Asst. Director (AH), NRM, Labbipeta,Vijayawada for the deposits and receipt of samples.

18.0 DEMONSTRATION OF FUNCTIONING OF EQUIPMENT AT MANDAL HQ/STRATEGIC PLACES:

18.1 The successful Tenderer shall arrange for installation and one time demonstration of functioning of equipment at mandal head quarters/strategic places in each district. The selected beneficiaries are to be given training on various parts and smooth functioning of the unit.

18.2 The Successful Tenderer has to supply the spare parts/ accessories with each equipment

19.0 PLACING OF INDENTS:

19.1 The Head of the Department/Joint Directors (AH) of the district/in charge Officers of Livestock Farms shall indent the required number of equipment.

On arrival of consignment, the indenting officer shall verify the quantity and accept the consignment if he/she is satisfied with it as per specifications.

19.2 Indents, for the items approved will be placed on the Tenderer directly. The indented goods should be supplied to destination as prescribed or indented by the indenting officer.

19.3 However, the Head of the Department. A.P., Vijayawada reserves the right to accept stocks from the firms directly or any of the authorized stockiest under emergencies or under special circumstances, as he may think fit.

20.0 STOCKIST:

20.1 The successful Tenderer can appoint One / two Stockiests within the state of ANDHRA PRADESH.

20.2 The successful Tenderer while appointing a Stockist clearly indicate the area of operation.

20.3 The Head of the Department reserves the right to delete any area from the approved Stockist (or) add new area to the other approved Stockist (or) completely delete any of the approved Stockiest(s) during the course of the Rate Contract period based on the merits of representation of the Tenderer, the approved Stockist and the Departmental Officers.

20.4 The Stockist shall furnish his declaration in the prescribed proforma along with acceptance for effecting supplies to the Indenter as per the conditions of release order.

20.5 The authorized Stockist should have Annual turnover of Rs.25.00 lakhs for the preceding One year. Annual turnover assessment orders for the preceding one year i.e., 2015-16 certified by Commercial Tax Officer are to be furnished.

21.0 PERIOD OF RATE CONTRACT:

21.1 The Rate Contract will be in force for a period of Two years from the date of acceptance of tender or till the finalization of next tender.

22.0 AGREEMENT

22.1 Every successful tenderer on intimation by this office shall execute an agreement on Rs.100-00 (Rupees One Hundred only) non-judicial stamp paper in the prescribed form, which will be supplied along with the list of item tentatively approved. Agreement should be typed only on one side of stamp paper with due attestation on each page.

22.2 In the event of failure to execute agreement in proper form along with the Security deposit by successful tenderer within (10) days, the EMD of such tenderer will be forfeited and such defaulters will forego the right to participate for future tenders for a minimum period of (3) years.

23.0 DEMONSTRATION OF THE EQUIPMENT :

23.1 The Tenderer shall arrange for demonstration of the functioning of the equipment as per specifications with the Assistant Director (AH) NRM Vijayawada before opening of the Tender Document Part –I. The Technical Bid Committee shall verify the functioning of the equipment.

23.2 If the sample is declared to be not of standard quality will be deemed to be rejected. If any equipment supplied by the tenderer is used after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for use, then the cost of such equipment will be recovered from the tenderer, if the payment had already been made, in addition to penalty. *The approved Rate Contract firms shall Re-Supply the equipment.*

23.3 The Director of Animal Husbandry, Vijayawada or his authorized representative (s) has the right to inspect the factories of those companies who have quoted for the tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.

24.0 PAYMENT PROVISIONS:

24.1 No advance payment for supplies shall be entertained.

24.2 The indenting officer shall effect the payment to the supplier towards that consignment duly obtaining the Administrative Sanction immediately.

24.3 The Joint Director (AH) shall effect the payment to the supplier towards the consignment on receipt of stock entered invoices from the field officers.

24.4 The decision of Director, A.P., Vijayawada or any officer duly authorized by him shall be final with regard to acceptability of the equipment supplied and plea for assigning any reasons for rejection will not be entertained.

25.0 PENALITIES

25.1 If the successful tenderer fails to execute the agreement and / or deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited to the Director of Animal Husbandry, A.P., Vijayawada and he will also be liable for all damages sustained by the Director of Animal Husbandry, A.P., Vijayawada by reasons of breach, such as failure to supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Head of the Department whose decision is final in the matter.

25.2 Non-performance of contract provisions will disqualify a firm to participate in the tender for the next three years.

25.3 In the event of tendered supplies failing quality test, contract with the tenderer will be suspended and purchases made from alternative suppliers. *Such firms will be black listed for three years* beginning from the year following the one in which defective supplies were detected. The tenderer shall also be liable for action under criminal law and the matter shall be notified to the concerned Licensing Authority.

25.4 In all the above conditions, the decision of the Head of the Department, A.P. Vijayawada shall be final and binding.

25.5 In the event of any dispute arising out of the tender such dispute would be subject to the Jurisdiction of the Civil courts with in the city of Vijayawada.

26.0 GENERAL:

26.1 The Firm/Authorized stockist shall comply with all the indents placed by the Indenting Officer within a period of FIFTEEN DAYS under ordinary circumstances from the date of receipt of supply orders. If any firm /Authorized stockist fails to supply the indented stocks within a period of THIRTY DAYS, the indented order automatically gets cancelled. Besides any excess cost due to purchase of such stock from L2 firm /stockist (or) from open market will be recovered from the defaulting firm. If the non-compliance of indents causes inconvenience to the prompt and regular supply of the stocks to the Department, the Head of the Department reserves the right to delete such firm /stockist from the Rate Contract for the rest of the period.

26.2 Payments to the suppliers will ordinarily be made within a period of (30) DAYS from the date of supply of stocks, by the Departmental Officers. However, this period gets extended under special or unforeseen circumstances.

26.3 If any tenderer withdraws his tender at any time after opening of tenders, on any plea, or offers to modify any rate quoted by himself, the request of such Tenderer will not be considered under any circumstances and Earnest Money Deposit of such Tenderer shall be forfeited. Besides, such firm will be debarred from participating in the Tenders of this Department, for a minimum period of FIVE YEARS.

26.4 Only approximate quantities of the purchases are given.

26.5 The successful tenderer should be prepared to deliver the items indented by Indenting Officers of Animal Husbandry at the firm's own risk and it should be in such quantities and number at such time and in such manner as the indenting officer of the department specify.

26.6 In the event of the successful Tenderer failing to supply the stocks released in his favour under this Rate Contract within the period prescribed for delivery or requesting for deletion of approved and accepted items by the tenderer, the Department shall have right to resort to local purchase and the extra expenditure involved while doing so by the Department will be recovered from the Security Deposit in whole or in part, and if the Security Deposit falls short the balance of extra amount will be recovered from any amount payable to the Tenderer, by any officer of the Animal Husbandry Department or such an amount will be recovered with legal charges, if any, under Revenue Recovery Act.

26.7 In the event of successful Tenderer failing to supply the 'stocks' as indented by the Departmental Officers within the prescribed period partially or in whole the Head of the Department, Andhra Pradesh, Vijayawada has the right to take action against such Tenderer and such defaulters will forego the right to participate in future tenders for a minimum period of THREE YEARS.

26.8 Approved firms including Government Agencies, who fail/refuse to supply the intended items, they shall be liable to be debarred from entering into the Tender for the succeeding (3) years.

26.9 In case the supplies delivered by the firm are not of stipulated quality / quantity or delivered without correct invoice the Indenting Officer shall have the power to reject any such supplies, (unless the said firm itself suitably replaces forthwith) besides taking suitable action against the erring firm.

26.10 The firm at their own expenses shall take rejected items back within (15) DAYS of the notice of rejection. If not, Head of the Department, A.P., Vijayawada or any one duly authorized by him shall remove them from the deposited point the clearance charges thus incurred shall be recovered from the firm.

26.11 Any shortage or breakage during the transit should be made good by the supplier at his own cost. Goods found damaged on opening of consignment shall be replaced by the supplier at his own cost, within (15) days of the intimation of the Indenter.

26.12 The bills towards the stocks supplied by the Rate Contract firm should be sent to the Concerned Joint Director (AH)/Indenting Officer.

26.13 The decision of the Head of the Department, A.P., Vijayawada or officer authorized by him shall be final with regards to the acceptability of stores/stocks supplied by Tenderer. Any plea for assigning the reasons for rejection will not be entertained.

i) COPIES OF EVERY DOCUMENT PRODUCED BY THE TENDERER SHOULD BE CLEAR AND LEGIBLE, OTHERWISE IT WILL NOT BE CONSIDERED.

ii) ALL PHOTO COPIES OF DOCUMENTS ENCLOSED SHALL BE DULY SELF ATTESTED BY THE TENDERER.

26.14 The tender without containing necessary enclosures and incomplete / faulty tenders shall be rejected at the time of opening without any further notice. No extension of time will be given in this regard.

26.15 The Technical Bid Committee or its nominee shall be empowered to cross verify the facts as well as product provided in the Technical Bid, before finalizing the firms to be placed before the Financial Bid Committee. If necessary, Technical Bid Committee or its nominee can visit the premises of participating firm and inspect the manufacturing, and other facilities for arriving at the decision regarding the finalization of Technical Bids.

26.16 The Financial Bids of such firms which have been qualified /approved by the Technical Bid Committee shall only be considered by the Financial Bid Committee for their scrutiny / approval of the Rates of the Rate Contract.

26.17 If the Stock of the firm is declared as substandard / not of quality by the Competent Authority the same will be returned to the firms. The concerned firms have to replace such sub-standard Equipment with fresh stock of standard Equipment immediately, equal to the quantity of supply made.

26.18 If any Firm/Manufacturer/Stockist is not honoring the Terms and Conditions and not supplying indented equipment Stockist /firms will be debarred for a period of (3) years, from participating in such Departmental Tenders.

26.19 Tenderers while supplying the equipment to the Department should invariably supply User manual / literature in sufficient number as required by Indenter.

26.20 The Head of the Department, A.P., Vijayawada does not bind himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders for the same item, without assigning any reasons thereof and no further correspondence will be entertained on this subject.

26.21 The Head of the Department is empowered to resort to any punitive actions ranging from recovering of losses to BLACK LISTING of the erring Rate Contract Firm / Stockiest for any kind of malpractices, violating the tender terms and conditions.

26.22 Tenders imposing any extra conditions of their own will be summarily rejected.

26.23 Only those agreeing with the above tender conditions may offer their tenders.

27.0 SAVING CLAUSE:

No Suit, Prosecution or any Legal proceedings shall lie against Animal Husbandry Department, A.P., Vijayawada or any person for any thing which is done in good faith or intended to be done in pursuance of Tender.

DR. MANMOHAN SINGH
SPECIAL CHIEF SECRETARY TO GOVERNMENT

ANNEXURE

A. SILAGE BAGS:

- Length: 48 Inches
- Width: 24 Inches
- Guage or Thickness: 270 or 63 Microns
- Quality: Virgin
- **Holding capacity 75 Kg**
- **Weight should be 90-100 grams per bag**

B. HARVESTER CUM CHOPPERS : SINGLE ROW

- To harvest, chop and load the fodder maize / sorghum / millets based forages.
- Single row harvester.
- Capacity (maximum 7-8 Tons per hour)
- Cutting Length 10-20 mm
- Tractor powered

C. HARVESTER CUM CHOPPERS : DOUBLE ROW

- To harvest, chop and load the fodder maize / sorghum / millets based forages.
- Double Row harvester.
- Capacity (maximum 15 M.Tons per hour)
- Cutting Length 10-20 mm
- Tractor powered.

D. HARVESTER CUM CHOPPERS : ROW INDEPENDENT

- To harvest, chop and load the fodder maize / sorghum / millets based forages.
- Row Independent
- Capacity (maximum 15 M.Tons per hour)
- Cutting Length 10-20 mm
- Tractor powered

E. SILAGE TUBE PRESS MACHINE SINGLE DRUM (MANUALLY OPERATED)

- **Detachable model of 20 litres hydraulic tank with 2 HP 3 Phase motor/2HP Single phase.**
- **7.00 Ton capacity hydraulic machine 4'' diameter outer and 3'' diameter inner piston and 16'' diameter and 36'' height silage tank with detachable door with lock system made up of 6 mm gauze steel with suitable stand.**

F. SILAGE TUBE PRESS MACHINE SINGLE DRUM (POWER OPERATED)

- **Single drum**
- **Power Operated**
- **1.HP-3Phase (Or) 2.HP-Single Phase**
- **Wheel mounted**
- **Output Capacity 1MT/Hr**
- **Hydraulic Pressure Guage-280KG/Cm2**

G. SILAGE TUBE PRESS MACHINE DOUBLE DRUM (POWER OPERATED)

- **Double drum**
- **Power Operated**
- **1.HP-3Phase (Or) 2.HP-Single Phase**
- **Wheel mounted**
- **Output Capacity 2MT/Hr**
- **Hydraulic Pressure Guage-280KG/Cm2**

H. MINI SILAGE BALER CUM WRAPPER:

- 10 hp motor power operated (ISI Standard)
- Bale size: 520x520mm
- Baling efficiency: 40-50 bales/hr.
- Bale weight: 50-80 kg
- Weight: 800 kg
- Number of layers-2,3,4,6

I. DIESEL OPERATED MINI SILAGE BALER & WRAPPER

- Motor power: 10 hp diesel engine
- Bale size: 520x520mm
- Baling efficiency: 50-60 bales/hr.
- Bale weight: 15--65kg
- Net Weight: 650kg
- Number of layers: 2,3,4,6

J. MEDIUM FORAGE BALER AND WRAPPER:

- Bale weight: 100-150 kg
- Output Capacity: 55-60 bales per hr (or) 6 MT per hr.

K. LARGE FORAGE BALER AND WRAPPER:

- Bale weight: 350-400 kg

- Output Capacity: 30-65 bales per hr (or) 10-30 MT per hr.

L. FORAGE HARVESTER, CHOPPER, BALER AND WRAPPER:

Cutting length: 10-20 mm

Output capacity: 10 MTs/Hr

Bale weight : 200-300 Kg

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